

**AFFIDAVIT**

I, MUSA P. TADROS on behalf of the PAULA TADROS FAMILY LIMITED PARTNERSHIP, hereby states and certifies on oath and his personal knowledge and information as follows:

1. That I am a partner in the Paula Tadros Family Limited Partnership (the "PTFL Partnership") and have been since its formation in May, 2002.
2. That since June 2, 1997 the Property was in a land trust entitled LaSalle National Bank, As Trustee Under Trust Agreement Dated June 2, 1997 And Known As Trust Number 121054 ( the "Land Trust").
3. That on May 31, 2006 the Land Trust transferred 100% of the beneficial interest in the property to the PTFL Partnership.
4. That from May 31, 2006 and up to and through the date of this Affidavit, the PTFL Partnership has held 100% of the beneficial interest in the Land Trust.

FURTHER AFFIANT SAYETH NAUGHT.

BY:  DATED: 12/5/07

The key material facts in question with regards to Movant's Amended Formal Complaint are whether: (1) the Movant had any ownership interest in the Property for the period from June 1, 2006 through April 2, 2007; and (2) the Movant is responsible for paying for general electric service provided and billed to the property by Respondent for the period from May 31, 2006 and up to and through April 2, 2007.

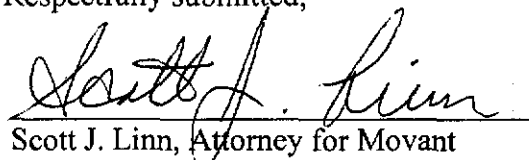
As of June 2, 1997 the Property was placed in a land trust entitled Lasalle National Bank, As Trustee Under Trust Agreement Dated June 2, 1997, And Known As Trust Number 121054. (Mvts. Mtn. for Sum Judg at pg.1; Exh. "A"). The Property remained in the Land Trust for the period from June 2, 1997 and up to and through May 31, 2006 when its ownership interest was transferred to the Paula Tadros Family Limited Partnership (Mvts. Mtn. for Sum Judg. at pg. 1; Exh "B").

On April 20, 2007 the Respondent first established an account for the specific purpose of billing general electric service provided to the Property by the Respondent. (Mvts. Mtn. for Sum Judg. at pgs. 1-2; Exh. "C"—Answ. 4). The first billing Respondent sent Movant for general electric service provided to the Property was in a bill dated May 2, 2007, this bill stating that Movant owed Respondent a total of \$8,445.96 in general electric service provided to the Property for the period from April 2, 2005 up to and through April 2, 2007. (Mvts. Mtn. for Sum Judg. at pg. 2; Exh "E"). According to a transcript of Movant's account as prepared by Respondent, as of June 1, 2006 the Respondent had billed the Movant a total of \$5,040.28 for general electric service provided to the Property for the period from April 2, 2005 up to and through June 1, 2006. (Mvts. Mtn. for Sum Judg. at pg. 2; Exh. "F").

The Movant had no ownership interest in the Property during the period from May 31, 2006 and up to and through April 2, 2007. (Mvts. Mtn. for Sum Judg. at pgs 1-2; Exh. "B"). That due to the fact that the Movant had no ownership interest in the Property for the period from May 31, 2006 and up to and through April 2, 2007, the Movant is not legally responsible to pay for the general electric service provided to the Property and billed by Respondent to Movant for the period of May 31, 2006 and up to and through April 2, 2007. A general principle of public utility law in Illinois is that only those parties who are legally before the Illinois Commerce Commission can be considered a proper party for billing purposes. (See Union Electric Company vs. Illinois Commerce Commission, 48 Ill. App. 3<sup>rd</sup> 367, 363 N.E. 2d 424, at 426 (4<sup>th</sup> Dist. 1977).

The purpose of summary judgment is not to try a question of fact, but to determine whether a genuine issue of material fact exists. Northern Illinois Emergency Physicians vs. Landau Omahana & Kopka, Ltd. 297 Ill. Dec. 319, 837 N.E. 2<sup>nd</sup> 99, at 106 (Ill. 2005). As stated above, the facts are indisputable that the Movant had no ownership interest in the Property during the period from May 31, 2006 and up to and through April 2, 2007. (Mvts. Mtn. for Sum Judg. at pgs. 1-2; Exh "B"). Consequently, since the Movant had no ownership interest in the Property during this period, the Movant cannot be found legally responsible for paying for any general electric service provided to the Property and billed by Respondent to Movant for that period. There being no dispute as to these issues, the Movant should be granted summary judgment with regard to its Amended Formal Complaint.

Respectfully submitted,

  
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